

FOIA Electronic Reading Room

Document Coversheet

Document Description: N68936-04-D-0006 (Delivery Orders 0001 through 0008)

☐

This document has been released in its entirety.

☒

Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.

☐

Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

☐

Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.

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Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:

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Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.

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☐

Exemption (b) (7) Information excised is investigatory records or information compiled for law enforcement purposes

☐

Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions

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Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 5	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006			2. DELIVERY ORDER/ CALL NO. 0001		3. DATE OF ORDER/ CALL (YYYYMMDD) 2004 Aug 03		4. REQ./ PURCH. REQUEST NO. 0010102840			5. PRIORITY	
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049				CODE N68936		7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000				CODE S3101A	
8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)											
9. CONTRACTOR ITT AVIONICS DANIEL J. SULLIVAN 100 KINGSLAND ROAD CLIFTON NJ 07014-1993				CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
12. DISCOUNT TERMS								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO SEE SCHEDULE				CODE				15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337	
MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.											
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY				<i>HG Kelley</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$976,689.00	
26. DIFFERENCES											
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION

0001

Engineering Support Services in support of the Tactical Aircraft Electronic Warfare Integrated Program Team, in accordance with the Statement of Work, Attachment (1).

FOB: Destination

PURCHASE REQUEST NUMBER: 0010102840

MAX COST \$930,700.00

FIXED FEE \$45,989.00

TOTAL MAX COST + FEE

\$976,689.00

000101 For Navy Accounting Purposes Only.

ACRN AA

\$520,000.00

PURCHASE REQUEST NUMBER: 0010102840

0002 Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423.

Not Separately Priced

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE**I. PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$520,000. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$495,515
Fixed Fee	<u>\$ 24,485</u>
Total Estimated CPFF	\$520,000

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$520,000

ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 4U4N 252 00019 0 050119 2D 000000

COST CODE: AIR40PRE5211

AMOUNT: \$520,000.00

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$520,000. The allotted funding will cover approximately 53% of the total effort. The Total Not to Exceed Amount of the order is \$976,689. The balance to fully fund is \$456,689.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and

allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 6,405 direct labor hours. The composition of hours is as follows:

<u>LABOR CATEGORY</u>	<u>HOURS</u>
Software Engineer	
Software Engineer	
Software Engineer	
Software Engineer	
Software Engineer	
Systems Engineer	
Systems Engineer	
Systems Engineer	
Test Engineer	
Project Mgmt	
Project Mgmt	
Clerical	
TOTAL	6,405

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Attachment (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 03 August 2004 through 02 August 2006.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Ms. Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) for this task order is Thu Nguyen, Code 454300E, (805) 989-4030.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 11									
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0002		3. DATE OF ORDER/ CALL. (YYYYMMDD) 2004 Sep 01		4. REQ/ PURCH. REQUEST NO. 0010107343		5. PRIORITY							
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049				CODE N68936		7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000									
8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				CODE S3101A											
9. CONTRACTOR ITT AVIONICS DANIEL J. SULLIVAN 100 KINGSLAND ROAD CLIFTON NJ 07014-1993				CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE							
11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15									
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.							
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/> X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)						
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
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18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT			
		SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY				25. TOTAL \$201,072.00		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)				d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER					
36. I certify this account is correct and proper for payment.												35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER													
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.					

Section B - Supplies or Services and Prices

ITEM NO	DESCRIPTION		
0001	Engineering services in support of Tactical Aircraft Engineering Warfare Integrated Program Team (TACAIR EW IPT), NAVAIR, Point Mugu, CA, in accordance with the Statement of Work, Enclosure (1). FOB: Destination MILSTRIP: N68936-04D-0006		
		MAX COST	\$191,609.00
		FIXED FEE	\$9,463.00
		TOTAL MAX COST + FEE	\$201,072.00

000101	For Navy Accounting Purposes Only.		
CIN: 001010734300001		ACRN AA	\$150,000.00
PURCHASE REQUEST NUMBER: 0010107343			

THIS TASK ORDER IS NON-SEVERABLE

I. PAYMENT OF FIXED FEE:

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.00% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$150,000. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$142,941
Fixed Fee	\$ 7,059
Total Estimated CPFF	\$150,000

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$150,000

ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 4U4N 252 00019 0 050119 2D 000000
COST CODE: AIR40PRE5721
AMOUNT: \$150,000.00
CIN 001010734300001: \$150,000.00

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$150,000. The allotted funding will cover 75% of the total effort. The Total Not to Exceed Amount of the order is \$201,072. The balance to fully fund is \$51,072.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 1,188 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Software Engr	b(4)
Software Engr	
System Engr	
Project Mgmt	
Project Mgmt	
TOTAL	1,188

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 1 September 2004 through 25 February 2005.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is Mike Burgoyne, Code 454300E, (805) 989-4037.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT
TASK ORDER 0002
RFCM Suite CY04 Problem Correction

1.0 SCOPE

1.1 Background: Naval Air Systems Command (NAVAIR) PMA-272 sponsors the AN/ALQ-214 Radio Frequency Counter Measures (RFCM) system. TACAIR EW IPT at NAVAIR Point Mugu, CA, executes the Software Support Activity (SSA) activities.

1.2 Task Scope: This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA.

2.0 APPLICABLE DOCUMENTS

All applicable standards and specifications are contained in Paragraph 2.0 of the Basic Contract.

3.0 TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1 General: Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required. The Contractor shall provide Monthly Status Reports in accordance with CDRL A001. (Basic Contract, Paragraph 4.0)

3.2 Software Modification: The Contractor shall modify the AN/ALQ-214 Mission Data File (MDF), and/or MDF Generator (MDFG) to correct the deficiencies identified in the assigned STRs. The list of STRs is provided as attachment 1 of this SOW. The modified configuration shall be operable in all systems delivered to the Navy.

3.2.1 Software Baseline: OFP 6.1.3 shall be the baseline software version for this effort, as shown in the table below.

IDECM BLOCK 3	VERSION NOMENCLATURE
RFCM Block 6 System	6.1.3
PE-1 (OFP, Boot)	i10225a.001, ib10225a.001
PE-1 MDF (Operational)	M8007_pe1.003
PE-1 MDF (Training)	m6a01_pe1.001
PE-1 MDF (Flight Line Checkout)	m7f00_pe1.000
PE-1 MDF (BIT)	m7b00_pe1.000
PE-2 (OFP, Boot)	i20223a.002, ib20223a.002
PE-2 MDF (Operational)	M8007_pe2.001
PE-2 MDF (Training)	m6a01_pe2.001
PE-2 MDF (Flight Line Checkout)	m7f00_pe2.000
PE-3 OFP	i3012011.HEX i3012011.OMF
PE-4 EWIC (includes OFP, Boot & BSP)	6543600 28.03.3
PE-4 MDFs (Real Lin)	
PE-4 Operational MDF_6	6543698, 0610
PE-4 Training MDF_Train6	6543699, 6a04

- 3.3 Software Analysis: The Contractor shall identify the requirements necessary to correct the STRs listed in attachment 2 of this SOW, and provide an analysis identifying those requirements and an estimated level of effort to correct them. The Contractor shall identify whether the STR correction has MDF, Operational Flight Program, or Hardware requirements for correction. (CDRL A002)
- 3.4 Program Reviews: The Contractor shall conduct technical meetings including, but not limited to, a kickoff meeting and program management reviews. Weekly phonecons between the EWSSA and Contractor team to discuss engineering and software progress shall be scheduled. The Program Kickoff will be via phonecon.
- 3.5 Software Deliveries: The Contractor shall deliver source code, operational (executable) software files, and software data files to NAVAIR Point, Mugu, CA. All software support tools necessary to build the executable files will also be provided to NAVAIR Point Mugu, CA. (CDRL A003)
- 3.6 Telephone Support: The Contractor shall provide two (2) weeks of telephone support subsequent to software delivery, while the Government is loading and testing their software delivery.
- 3.7 Version Description Document: The Contractor shall prepare and deliver a Version Description Document that describes the version of the software, with each software delivery. Contractor format is acceptable. VDDs shall include: identification by SAR or STR of the software changes included, and a description of the change. (CDRL A003)
- 3.8 Project Schedule: The Contractor shall provide a project schedule detailing the contractor's plan to accomplish this effort. Contractor format is acceptable. (CDRL A002)

4.0 DELIVERABLES

The Contractor shall provide the following deliverables:

- 4.1 Monthly Status Report (CDRL A001)
- 4.2 Software Analysis (CDRL A002)
- 4.3 Software Deliveries (CDRL A003)
- 4.4 Software Version Description Document (CDRL A003)
- 4.5 Project Schedule (CDRL A002)

5.0 OTHER CONSIDERATIONS

5.1 Quality Assurance and Reporting: The Contractor shall provide and maintain a quality program.

5.2 Security: The Contractor shall follow Security Classification Guide for AN/ALQ-165 Airborne Self-Protection Jammer, OPNAVINST S5513.8B-31, and dated 13 Apr, 1998, for the classification of AN/ALQ-165 hardware and software items. The Contractor shall follow Security Classification Guide for AN/ALQ-214 Radio Frequency Countermeasures, OPNAVINST S5513.8B, and dated 5 Aug, 1999, for the classification of AN/ALQ-214 hardware and software items. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, as provided in the DD 254.

The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in Distribution Statements on Technical Documents, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form 254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with Withholding of Unclassified Technical Data from Public Disclosure, DoDD 5230.25, dated 18 August 1995.

5.3 Government Laboratories: The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this delivery order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

6.0 TRAVEL

The Contractor shall be required to perform travel, as required, to NAVAIR Point Mugu, CA to accomplish the requirements of this contract. The following travel is anticipated:

One (1) round trip for two (2) contractors, for five (5) days, from the Contractor facility to Point Mugu, CA, to participate in problem investigation in the NAWCWD Electronic Combat Simulation and Evaluation Laboratory (ECSEL).

One (1) round trip for two (2) contractors, for five (5) days, from the Contractor facility to Point Mugu, CA, to participate in problem verification and validation in the NAWCWD ECSEL.

7.0 PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of the STRs assigned for correction in Attachment One is scheduled for 2 months after award of Task Order. Completion of the STRs assigned for study in Attachment Two is scheduled for 25 Feb 2005.

8.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

8.1 All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270.

The TA for this task order is Mike Burgoyne, Code 454300E, (805) 989-4037.

ATTACHMENT ONE

RFCM CY04 STRs for Update

STR	TITLE
STR 1187	Unable to identify both emitters of EID #67
STR 1279	Preset 506 is not conditional upon EID 68 ID
STR 1287	Intermittently ID of EID 21 modes at limit
STR 1288	Intermittently ID of EID 17 mod at limit
STR 1295	EID #39 Secondary Level T130. The T06 technique has "no T01 fill" enabled
STR 1296	EID #64 Tertiary Level T130. The T06 technique has "no T01 fill" enabled
STR 1297	EID # 92 Secondary Level T130. The T06 technique has "no T01 fill" enabled
STR 1298	EID # 67 & 92 Primary Level Segment I T05 with incorrect AMI
STR 1304	EID #59 Tertiary Level T30: Addition of T131 necessary
STR 1305	EID #111 Primary Level T129: Incorrect T07/Waveform timing
STR 1309	EID 108 Beam 1 Secondary Level T26 is not synchronized to waveform, and T20 offset

ATTACHMENT TWO

RFCM CY04 STRs for Study

STR	TITLE
STR 1188	Imprecise lower RF limit for CY-04 MDF in all EIDs (27, 35, 26, 42, 56, 5, 111, 65, 102, 67, 57, 49, 59, 63, and 114)
STR 1257	Inadequate PE-1 MDF beams programming in EID 101 of RF and PRI
STR 1275	Multiple ID problems with EID 112 (with search scans)
STR 1278	Poor or no output upon EID 68 ID
STR 1283	Multiple ID problems with EID 71
STR 1285	No ID of EID 76 modes
STR 1286	No ID except medium RF of EID 152 modes
STR 1289	No ID of EID 64 stable mode at limit
STR 1294	EID #64 Primary Level T05 incorrect direction percentage
STR 1299	EID #114 Secondary T130: Incorrect T10 parameter
STR 1300	EID #111 Primary Aft T10: Incorrect T10 parameter
STR 1301	EID #108 Primary and Secondary Level Segment 2 T10: Incorrect T10 parameter
STR 1302	EID #101 Primary Level Segment 1 T10: Incorrect T10 parameter
STR 1310	EID 68 Beam 0 & 1 Primary ECM technique problems

ATTACHMENT THREE

TASK	SCHEDULED DATE
Project Start	Contract Award Date
Kick-Off Review Telecon	One Day After Contract Award
STR Correction Development - begin	Two Days After Contract Award
Delivery	24 Sep 04
Two-week phone call support initialization	27 Sep 04
Project Completion	30 Oct 04

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 8							
1. CONTRACT/PURCH. ORDER/AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/ CALL (YYYYMMDD) 2004 Aug 25		4. REQ./ PURCH. REQUEST NO. 0010108164		5. PRIORITY					
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049			CODE N68936		7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000			CODE S3101A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR ITT AVIONICS DANIEL J. SULLIVAN 100 KINGSLAND ROAD CLIFTON NJ 07014-1993			CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15										
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182268 COLUMBUS OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G. KELLEY		<i>HK Kelley</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$70,517.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.												34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION
0001

Engineering services in support of Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT), Point Mugu, CA, in accordance with the Statement of Work, Enclosure (1).
FOB: Destination

MAX COST	\$67,198.00
FIXED FEE	<u>\$3,319.00</u>
TOTAL MAX COST + FEE	\$70,517.00

000101 For Navy Accounting Purposes Only.

CIN: 001010816400001

ACRN AA

\$70,517.00

PURCHASE REQUEST NUMBER: 0010108164

0002 Data in accordance with Contract Data

Not Separately Priced

Requirements List (CDRL), DD Form 1423.

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE

I. PAYMENT OF FIXED FEE:

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$70,517. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$67,198
Fixed Fee	<u>\$ 3,319</u>
Total Estimated CPFF	\$70,517

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$70,517

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000
COST CODE: 010644930080
AMOUNT: \$70,517.00
CIN 001010816400001: \$70,517.00

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$70,517. The allotted funding will cover 100% of the total effort. The Total Not to Exceed Amount of the order is \$70,517. The balance to fully fund is \$0.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 478 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Sr Tech Consultant/Mgmt	[b(4)]
Principal Mbr/Tech Staff	
Sr Mbr/Tech Staff	
TOTAL	478

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 25 August 2004 through 24 November 2004.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is David Melton, Code 454300E, (805) 989-3442.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
IDECM HITL TECHNIQUE OPTIMIZATION TEST
ELECTRONIC WARFARE JAMMER SUPPORT
TASK ORDER 0003

1.0 SCOPE

1.1 Background: Naval Air Systems Command (NAVAIR) PMA-272 sponsors the AN/ALQ-214 Integrated Defensive Electronic Countermeasures (IDECM) Radio Frequency Countermeasures (RFCM) System. TACAIR EW IPT at NAVAIR Point Mugu, CA executes the Software Support Activity (SSA) activities.

1.2 Task Scope: This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA.

2.0 APPLICABLE DOCUMENTS

<u>Document Number</u>	<u>Date</u>	<u>Title</u>	<u>Required or Guidance</u>
USN AN/ALQ-214 EID 68 HITL	30 Jun 2004	Mission Data File (MDF) design document Test MDF Listing (U), Secret/Noform.	Required

All other applicable standards and specifications are contained in Paragraph 2.0 of the Basic Contract.

3.0 TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1 General: Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required. The Contractor shall provide Monthly Status Reports in accordance with CDRL A001. (Basic Contract, Paragraph 4.0)

3.2 Software Development: The Contractor shall develop a new one-on-one test MDF from the document "USN AN/ALQ-214 EID 68 HITL Test MDF Listing (U) of 30 June 2004", for the upcoming ALQ-214 Hardware in the Loop (HITL) technique optimization tests.

3.2.1 Software Baseline: The OFP software version for this effort will be determined jointly by government and contractor personnel.

3.2.2 Regression Testing: The Contractor shall perform regression test of the developed software sufficient to ensure system functionality and operation as defined in the System/Segment Specification for the IDECM RFCM System, Rev. G, March 2003, Document No. 94117-3100650.

3.3 Program Reviews: The Contractor shall actively participate in the HITL Test Telecoms and Reviews as required. The Program Kickoff and Test Readiness Telecoms allow the Contractors to work from their own facility.

3.3.1 Test Readiness Review (TRR) Telecom: The TRR Telecom shall be held to verify that all the necessary software has been developed, hardware for the effort obtained, and necessary test planning achieved.

3.4 Software Deliveries: The Contractor shall deliver the Test MDF, OFP source code, and operational (executable) software files to NAVAIR at China Lake, CA, in accordance with items 2 and 3 of Attachment 1.

3.5 Testing: After Regression Tests at the Contractor's facility, the MDF will undergo testing in two Government laboratories. At these sites the MDF shall be tested to ensure full functionality with the system, as well as other avionics and government developed software. The Contractor shall be responsible for correction of deficiencies to the MDF found during this testing for a period up to 90 days after receipt of the final MDF version. The Contractor shall be responsible for correction of only those deficiencies resulting from changes made during the generation of this software version.

The Contractor shall provide engineering support in the conduct of testing. This shall consist ground testing of the system operation, and will require testing with Navy support equipment. This work will be performed at China Lake, CA and the Air Force test facility at Wright-Patterson Air Force Base, Dayton, Ohio.

3.6 Technical and Management Support: The Contractor shall participate in required technical and management telecoms for the purpose of, but not limited to: reviewing requirements, exchanging technical information, discussing status and planning. A Test Readiness Review (TRR) telecom shall be held. The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the telecom.

3.6.1 The contractor shall work with the government to build and maintain the overall project schedule for the ASPJ effort. The initial top-level schedule, provided as attachment 1 of this SOW, shall be used as the basis for the initial project schedule. The developed project schedule shall contain software delivery dates for an initial software delivery and a possible clean-up software delivery.

4.0 DELIVERABLES

The Contractor shall provide the following deliverables:

4.1 CDRL A001 EID 68 HITL Test MDF: Contractor shall develop a new one-on-one MDF from the document "USN AN/ALQ-214 EID 68 HITL Test MDF Listing (U) of 30 June 2004", Secret/Noform.

4.2 CDRL A002 Project Schedule: The Contractor shall provide a project schedule detailing the contractor's plan to accomplish this effort. Contractor format is acceptable.

5.0 OTHER CONSIDERATIONS

5.1 Quality Assurance and Reporting: The Contractor shall provide and maintain a quality program.

5.2 Security: The Contractor shall follow Security Classification Guide for AN/ALQ-214 IDECM RFCM System, OPNAVINST S5513.8B, and dated April 13, 1998, for the classification of AN/ALQ-214 hardware and software items. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, as provided in the DD 254.

The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in Distribution Statements on Technical Documents, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form 254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with Withholding of Unclassified Technical Data from Public Disclosure, DoDD 5230.25, dated 18 August 1995.

5.3 Government Laboratories: The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this delivery order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

6.0 TRAVEL

The Contractor shall be required to perform travel, as required, to an Air Force Test Facility to accomplish the requirements of this contract. The following travel is anticipated:

One (1) round trip for one (1) contractor, for fourteen (14) days, from the Contractor facility to the Air Force Test Facility at Wright-Patterson AFB, Dayton, Ohio, to participate in actual HITL testing.

One (1) round trip for one (1) contractor, for 7 (7) days, from the Contractor facility to the Air Force Test Facility at Wright-Patterson AFB, Dayton, Ohio, to participate in actual HITL testing.

7.0 PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of work is scheduled for 3 months after award of Task Order.

8.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270.

The TA for this task order is David Melton, Code 454300E, (805) 989-3442.

ATTACHMENT ONE**HITL Preparation Schedule Rev 3****1. August 26**

Charge Number for Equipment Shipping to NAWC, China Lake.
Determine method of shipping from China Lake.

2. August 26

Start system integration at NAWC, China Lake.
Deliver and test initial S/W delivery of Special MDF in government laboratory.

3. August 30 through September 3

Deliver and test "clean-up" S/W delivery of Special MDF in government laboratory for correct operation.
Pt. Mugu delivers system hardware and support equipment for system integration at NAWC, China Lake.
(Equipment includes: 3 WRA's, SCA, IMPLC, and onboard transmitters,
laptop PC based ATAC and AV/EW bus simulators, SCA re-programmer,
IMPLC tray, air hoses and splitters, and variable attenuators.
Ensure bus simulators maintain bus communications.)

Test for correct system operation and measured gain with feedback loop.
After achieving successful performance with one set of hardware, test interchange all RMP, IMPLC, and decoy
units to check performance.
Ensure SCA re-programmer functions.

4. September 10

Ship hardware to HITL facility.

5. September 13

Dave Melton (govt) and Bob Hamel (BAE) travel to AF facility.
Perform set-up and checkout system.
Calibrate/integrate with HITL set-up if possible.

6. September 20

Begin test period with calibration if not performed week of 13th.
ITT personnel arrive for test.

7. October 4

After end of test period, box and return ship equipment, if not performed at the end of the test period.

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 9		
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0004		3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Mar 07		4. REQ./ PURCH. REQUEST NO. 0010122615		5. PRIORITY	
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936		7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000		CODE S3101A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR ITT AVIONICS NAME DANIEL J. SULLIVAN AND 100 KINGSLAND ROAD ADDRESS CLIFTON NJ 07014-1993		CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	
14. SHIP TO SEE SCHEDULE		CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE <input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule									
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT
		SEE SCHEDULE							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY			25. TOTAL \$106,991.00	
					CONTRACTING / ORDERING OFFICER			26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS
f. TELEPHONE NUMBER					g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	
								42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION

0001

Systems engineering and technical services in support of the Tactical Aircraft
Electronic Warfare Integrated Program Team (TACAIR EW IPT), Point Mugu,
CA, in accordance with the Statement of Work, Enclosure (1).

FOB: Destination

MAX COST \$101,959.00

FIXED FEE \$5,032.00

TOTAL MAX COST + FEE \$106,991.00

000101 For Navy Accounting Purposes Only.

CIN: 001012261500001

ACRN AA

\$106,991.00

PURCHASE REQUEST NUMBER: 0010122615

0002 Data in accordance with Contract Data

Not Separately Priced

Requirements List (CDRL), DD Form 1423.

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE**I. PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$106,991. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$101,959
Fixed Fee	\$ <u>5,031</u>
Total Estimated CPFF	\$106,991

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$106,991

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000
 COST CODE: 011263380070
 AMOUNT: \$106,991.00
 CIN 001012261500001: \$106,991.00

Note: The funds shown in ACRN AA are for support of an FMS case to Korea. Cost accumulated for this FMS case shall be segregated, reported and billed at the individual ACRN. The FMS case number is KS-D-SiK.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$106,991. The allotted funding will cover 100% of the total effort. The Total Not to Exceed Amount of the order is \$106,991. The balance to fully fund is \$0.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 748 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Software Engr-	
Software Engr-	
Systems Engr-	
Systems Engr-	
Systems Engr-	
Project Mgmt-	
Project Mgmt-	
Project Mgmt-	
TOTAL	748

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 7 March 2005 through 6 July 2005.

VII. TRAVEL:

Not applicable.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical

instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is Ricardo Padolia, (805) 989-4622.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
DEPLOYED PRODUCT ENGINEERING SUPPORT
REPUBLIC OF KOREA AIR FORCE
USER DATA FILE DEVELOPMENT/TEST FACILITY
AN/ALQ-165 BOOTSTRAP LOADER

N68936-04-D-0006

TASK ORDER 0004

1. SCOPE

1.1 **Background:** National Security Agency guidelines require insertion of Security Provisioning (SP) within ALQ-165 Weapons Replaceable Assembly (WRA-3) firmware to protect sensitive threat parametric data. SP for the ALQ-165 was developed and approved for release in 1997. Version 1080 of the Processor Element (PE) 1 bootstrap and version 2020 of the PE2 bootstrap firmware for the ALQ-165 WRA-3 processor incorporate SP. The SP bootstrap firmware permits the loading of (1) USN developed ALQ-165 User Data Files (UDFs) previously delivered to the ROKAF, or (2) User Data File Development and Test (UDFD/T) developed UDFs. WRA-3 processors that do not have the SP bootstrap firmware will not be able to load a UDF generated by the UDFD/T facility. It follows that all ROKAF WRA-3 processors must be reconfigured with the correct SP bootstrap firmware.

1.2 **Task Scope:** This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at NAVAIR Point Mugu, CA.

2. APPLICABLE DOCUMENTS

Engineering Change Proposal #097

3. TECHNICAL REQUIREMENTS

The Contractor shall provide systems engineering and technical support services defined herein.

3.1 General: Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required.

3.1.1 Software Baseline: Version 1080 of the Processor Element (PE) 1 bootstrap and version 2020 of the PE2 bootstrap firmware for the ALQ-165 WRA-3 processor. The Navy shall provide the Contractor with the following files: PE1 and PE2 bootstrap files (B1080.000 and B20102.000) and the PE1 and PE2 zero files (PE1_BOOT_ZERO.000 and PE2_BOOT_ZERO.000).

3.1.2 ALQ-165 Bootstrap Loader: The ALQ-165 Bootstrap Loader Software shall be hosted into the ROKAF UDFD/T facility. This software tool shall be installed onto the UDFT Workstation (Windows 2000 Operating System) as a stand-alone executable and shall make use of the RS-232/RS-422 interface to the ALQ-165 Test Bench. This software tool shall be able to read and display the existing WRA-3 bootstrap configuration IDs (PE1 and PE2), zero Random Access Memory (RAM) prior to loading the bootstrap files, download/burn the PE1 and PE2 bootstrap files, and verify the successful download/burn of the PE1 and PE2 bootstrap files in the WRA-3.

3.1.3 RS-232 Cabling: The Contractor shall utilize the existing hardware interface cabling to connect the PC RS-232 serial port to the converter box.

3.1.4 Converter Box: The Contractor shall utilize the existing hardware circuit card assembly (CCA), also known as converter box, to convert RS-232 signals into compatible RS-422 signals

3.1.5 RS-422 Cabling: The Contractor shall utilize the existing hardware interface cabling required to connect the converter box to the RS-422 port on the ALQ-165 WRA-3.

3.1.6 All ROKAF 3A4 (PE1) and 3A2 (PE2) CCAs will be cycled through the ALQ-165 Test Bench to receive the SP software. To eliminate the process of soldering burn enable wires on each ROKAF WRA-3, the wire modifications will be made to one WRA-3 and the Circuit Card Assemblies (containing the PE1 and PE2 bootstraps) will be cycled from the inventory of ROKAF WRA-3s through the WRA-3 with the burn enable capability. The WRA-3 will be installed on the ALQ-165 Test bench.

The ASPJ WRA-3 that will be modified under this contract shall be provided to the Contractor as GFE. The Contractor will reconfigure the WRA-3 back to the original state after the sell-off.

Note: The Contractor is only responsible for providing boot loader capability and for demonstrating the capability to NAWCWD. Boot loading for the Korean fleet is not the contractor's responsibility.

The following shall be the expected operations and features of the ALQ-165 Bootstrap Loader software:

1. Read and display the existing WRA-3 bootstrap configuration IDs (PE1 and PE2).
2. Select and load a zero file (.000) for zeroing RAM.

3. Select a file to load and burn PE1 bootstrap file (.000). The Burn PE1 Boot command shall be run. The PE1 Enable shall be grounded and PE1 boot shall be loaded. Error messages shall be displayed if the burn is unsuccessful.
4. Select a file to load and burn PE2 bootstrap file (.000). The Burn PE2 Boot command shall be run. The PE2 Enable shall be grounded and PE2 boot shall be loaded. Error messages shall be displayed if the burn is unsuccessful.
5. Select a PE1 bootstrap file to compare against EEPROM contents. The Verify PE1 Boot command shall be run. Error messages shall be displayed if the verification is unsuccessful.
6. Select a PE2 bootstrap file to compare against EEPROM contents. The Verify PE2 Boot command shall be run. Error messages shall be displayed if the verification is unsuccessful.
7. A Help file shall be incorporated into the ALQ-165 Bootstrap Loader.
8. An About box shall be incorporated into the ALQ-165 Bootstrap Loader to identify the software version and date.

3.2. Technical and Management Support: The Contractor shall host or participate in required technical and management reviews for the purpose of, but not limited to: reviewing requirements, exchanging technical information, discussing status and planning. The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the meetings/reviews. The Program Initiation Review/Requirements Review (via teleconference) will be held at the Contractor's facility.

3.2.1. Program Initiation Review/Requirements Review (PIR/RQR): The PIR/RQR shall be held to define the specific requirements of the AN/ALQ-165 Bootstrap Loader. The Contractor shall submit to the government a Design Document for review prior to the meeting.

3.3. Software Deliveries: The Contractor shall deliver operational (executable) software files to Naval Air Warfare Center Weapons Division (NAWCWD), Point. Mugu, CA.

3.3.1. The Contractor shall work with the government to build and maintain the overall project schedule for the AN/ALQ-165 Bootstrap Loader effort. The schedule shall contain software delivery dates of software iterations delivered to the Government and any additional clean-up software deliveries to meet ATP.

3.4. Testing: The Contractor shall provide engineering support in the conduct of the Acceptance Test Procedures (ATP). The Contractor shall perform a sell-off test for Government witnesses by supporting the ATP for the developed workstation and ALQ-165 Bootstrap Loader Software CSC. The ATP will be held at the Contractor's facility.

3.4.1. Acceptance Test Procedures: The Contractor shall develop an ATP for the loading and verification of the PE1 and PE2 bootstrap files. The Contractor shall submit to the government the ATP for review prior to the actual sell-off. The Contractor shall update the ATP to incorporate comments provided by the government.

4. **DELIVERABLES**

The Contractor shall provide the following deliverables:

4.1 Contractor's Progress Status & Management Report: The Contractor shall track, prepare, and submit Monthly Status Reports detailing the current status of all efforts in progress and funding/work-hour

expenditure data. These monthly Status Reports shall identify any anticipated problem areas and shall provide practical recommendations for problem resolution (CDRL Item A001).

- 4.2 Project Schedule: The Contractor shall provide a project schedule detailing the Contractor's plan to accomplish this effort. Contractor format is acceptable. (CDRL Item A002, Project Schedule/Status Report).
- 4.3 Engineering Drawings: The Contractor shall provide engineering drawings to document the hardware components and connections for the UDFT Workstation to the ALQ-165 Test Bench via the RS-232/RS-422 interface. The drawings shall contain at a minimum the cabling pin-outs, commercial vendors/part numbers, interconnect diagrams and any electrical ratings. The Contractor shall provide protocol specifications describing the hardware and software handshake for the PC to ALQ-165 interface. Protocol specifications shall be delivered no later than 1 month after receipt of order. (CDRL Item A003, Product Documentation).
- 4.4 Interface Requirements Document: The Contractor shall provide engineering drawings and specifications that support the UDFT Workstation to the ALQ-165 Test Bench in an Interface Requirements Document. The Contractor shall prepare procedures on how to modify a WRA-3 (write enable) to support loading of Circuit Card Assemblies (CCAs) with the bootstrap files. (CDRL Item A003, Product Documentation).
- 4.5 Design Document: The Contractor shall provide a design document that describes system requirements, screens, and menus of the ALQ-165 Bootstrap Loader Software. (CDRL Item A003, Product Documentation).
- 4.6 Acceptance Test Procedures Document: The Contractor shall prepare and deliver an Acceptance Test Procedure Document that describes how the PE1 and PE2 bootstrap files will be loaded and verified. (CDRL Item A003, Product Documentation).

5. OTHER CONSIDERATIONS

- 5.1. Quality Assurance and Reporting: The Contractor shall provide and maintain a quality program.
- 5.2. Security: The Contractor shall follow Security Classification Guide for AN/ALQ-165 Airborne Self-Protection Jammer, OPNAVINST S5513.8B, and dated April 13, 1998, for the classification of AN/ALQ-165 hardware and software items. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, as provided in the DD 254.

The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in Distribution Statements on Technical Documents, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the DD Form 254 (Basic Contract). Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with Withholding of Unclassified Technical Data from Public Disclosure, DoDD 5230.25, dated 18 August 1995.

- 5.3. Government Laboratories: The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this delivery order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these

laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

6. TRAVEL

6.1 The Contractor shall not be required to perform any travel to accomplish the requirements of this contract.

7. PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of work is scheduled for 4 months after award of Task Order.

8. CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

8.1 All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270. The Technical Assistant for this task order is Ricardo Padolina, (805) 989-4622.

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 8						
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0005		3. DATE OF ORDER/ CALL (YYYYMMDD) 2004 Sep 08		4. REQ/ PURCH. REQUEST NO. 0010109217		5. PRIORITY				
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049				7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)						
9. CONTRACTOR ITT AVIONICS NAME DANIEL J. SULLIVAN AND 100 KINGSLAND ROAD ADDRESS CLIFTON NJ 07014-1993				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED						
14. SHIP TO SEE SCHEDULE				15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15						
16. DELIVERY/ CALL TYPE OF PURCHASE X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF: ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
SEE SCHEDULE												
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY				<i>HG Kelley</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$316,570.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										26. DIFFERENCES		
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						34. CHECK NUMBER				
								35. BILL OF LADING NO.				
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION
0001

Engineering services in support of the Tactical Aircraft Electronic Warfare Integrated Program team (TACAIR EW IPT) at NAVAIR, Point Mugu and China Lake, CA., in accordance with the Statement of Work, Enclosure (1).
FOB: Destination
PURCHASE REQUEST NUMBER: 0010109217

MAX COST	\$301,668.00
FIXED FEE	<u>\$14,902.00</u>
TOTAL MAX COST + FEE	\$316,570.00

000101 For Navy Accounting Purposes Only.

CIN: 001010921700001

ACRN AA \$316,570.00

PURCHASE REQUEST NUMBER: 0010109217

0002 Data in accordance with Contract Data Requirement List (CDRL), DD Form 1423.

Not Separately Priced

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE

I. PAYMENT OF FIXED FEE:

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$316,570. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$301,668
Fixed Fee	\$ 14,902
Total Estimated CPFF	\$316,570

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$316,570

AA: 1741804 4U4N 252 00019 0 050119 2D 000000
COST CODE: AIR40PRE5711
AMOUNT: \$316,570.00
CIN 001010921700001: \$316,570.00

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$316,570. The allotted funding will cover 100% of the total effort. The Total Not to Exceed Amount of the order is \$316,570. The balance to fully fund is \$0.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 1,912 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Software Engr-	[b(4)]
Software Engr-	
Systems Engr-	
Project Mgmt	
Project Mgmt-	
TOTAL	1,912

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 8 September 2004 through 7 March 2005.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is Thu Nguyen, Code 454300E, (805) 989-4030.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT
TASK ORDER 0005
AN/ALQ-165 UDFG Conversion Requirements Update

SCOPE

1.1. Background

Naval Air Systems Command (NAVAIR) PMA-272 sponsors the AN/ALQ-214 Radio Frequency Counter Measures (RFCM) and the AN/ALQ-165 Airborne Self Protection Jammer (ASPJ) On-board Defensive Countermeasures Systems. TACAIR EW IPT at Pt. Mugu executes the Software Support Activity (SSA) activities.

1.2. Task Scope

This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA. This task is non-severable.

2.0 APPLICABLE DOCUMENTS

All applicable documents standards and specifications contained in Paragraph 2.0 of the Basic Contract, in addition to the following:

AN/ALQ-165 User Data File Generator (UDFG) Users Manual

3.0 TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1. General

Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required. The Contractor shall provide Monthly Status Reports in accordance with CDRL A001. (Basic Contract, Paragraph 4.0)

3.2 Software Modification

The Contractor shall provide engineering analysis services for the requirements necessary to convert the Government Furnished Equipment (GFE) AN/ALQ-165 UDFG into an AN/ALQ-214 Mission Data File Generator (MDFG) capable of generating the AN/ALQ-214 Mission Data File (MDF) and the development of the MDFG support tools.

For this Task Order, the MDFG shall be capable of generating MDFs for the AN/ALQ-214's Processing Elements PE-1 and PE-2. The MDFG shall be hosted in a PC environment, utilizing Microsoft Windows 2000.

The Contractor shall provide support for the development of specific requirements for the following Computer Software Configuration Items (CSCIs):

- Database CSCI
- ICRLib CSCI
- AN/ALQ-214 MDF Generator CSCI

3.2.1 Software Baseline

EWSSA shall provide the AN/ALQ-165 UDFG software baseline along with any known problem documentation. An Oracle Database license will be required to run the AN/ALQ-165 UDFG.

3.3 Program Reviews

The Contractor shall conduct technical meetings including, but not limited to, a system requirement review (RQR). Weekly phonecons between the EWSSA and MDFG Contractor team to discuss engineering and software progress shall be scheduled. The contractor shall provide documented results of such meetings in the form of technical reports and meeting minutes, in accordance with CDRL A005. (Basic Contract, Paragraph 4.0)

3.4 Documentation Deliveries

3.4.1 PVSU-73 Documents

The Contractor shall update the PE-1 and PE-2 PVSU-73 MDF binary format documents so that they contain the data for the most current MDF. Contractor format is acceptable. (CDRL A003)

3.4.2 RFCM MDFG Users Manual

The Contractor shall update the GFE ASPJ Users Manual so that it accurately describes the RFCM MDFG. The manual shall include all user interface pages. (CDRL A003)

3.5 Technical and Management Support

The Contractor shall host required technical and management reviews for the purpose of, but not limited to: reviewing requirements, exchanging technical information, and discussing status and planning. The RQR shall be held at NAWCWD, Point Mugu. The Contractor shall arrange and conduct the weekly group phonecon. The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the meetings/reviews.

3.5.1 The contractor shall provide a Build Plan and project schedule detailing the contractor's plan to accomplish the overall UDFG Conversion effort, including the UDFG Conversion Requirements effort. Contractor format is acceptable. (CDRL A002)

4.0 DELIVERABLES

The Contractor shall provide the following deliverables:

- 4.1 Monthly Status Reports (CDRL A001)
- 4.2 Meeting Minutes (CDRL A005)
- 4.3 PVSU-73 Documents (CDRL A003)
- 4.4 RFCM MDFG Users Manual (CDRL A003)
- 4.5 Build Plan and Project Schedule (CDRL A002)

5.0 OTHER CONSIDERATIONS

5.1 Quality Assurance and Reporting

The Contractor shall provide and maintain a quality program in accordance with best commercial practices.

5.2 Security

The Contractor shall follow Security Classification Guide for AN/ALQ-165 Airborne Self-Protection Jammer, OPNAVINST S5513.8B-31, and dated 13 Apr, 1998, for the classification of AN/ALQ-165 hardware and software items. The Contractor shall follow Security Classification Guide for AN/ALQ-214 Radio Frequency Countermeasures, OPNAVINST S5513.8B, and dated 5 Aug, 1999, for the classification of AN/ALQ-214 hardware and software items. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, as provided in the DD 254.

The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in Distribution Statements on Technical Documents, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the DD Form 254 of the Basic Contract. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with Withholding of Unclassified Technical Data from Public Disclosure, DoDD 5230.25, dated 18 August 1995.

5.3 Government Laboratories

The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this Delivery Order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

6.0 TRAVEL

The Contractor shall be required to perform travel, as required, to NAVAIR Point Mugu, CA to accomplish the requirements of this contract. The following travel is anticipated:

One (1) round trip for three (3) contractors, for five (5) days, from the Contractor facility to Point Mugu, CA, to participate in the RQR.

7.0 PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of work is scheduled six months after award.

8.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

8.1 All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270. The TA for this task order is Thu Nguyen, NAVAIR Code 454300E, (805) 989-4030.

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 7				
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0006		3. DATE OF ORDER/ CALL (YYYYMMDD) 2005 Feb 15		4. REQ./ PURCH. REQUEST NO. 0010120757		5. PRIORITY			
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049			CODE N68936		7. ADMINISTERED BY (if other than 6) CODE S3101A DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000			8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR ITT AVIONICS NAME DANIEL J. SULLIVAN AND 100 KINGSLAND ROAD ADDRESS CLIFTON NJ 07014-1993			CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE											
See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		
SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY			25. TOTAL \$24,346.00			
					CONTRACTING / ORDERING OFFICER			26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
c. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.					31. PAYMENT				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION

0001

System engineering and technical services in support of the Tactical Aircraft
Electronic Warfare Integrated Program Team (TACAIR EW IPT), Point Mugu,
CA, in accordance with the Statement of Work, Enclosure (1).

FOB: Destination

MAX COST \$23,202.00

FIXED FEE \$1,144.00

TOTAL MAX COST + FEE \$24,346.00

000101 For Navy Accounting Purposes Only.

CIN: 001012075700001

ACRN AA

\$20,000.00

PURCHASE REQUEST NUMBER: 0010120757

0002 Data in accordance with Contract Data
Requirements List (CDRL), DD Form 1423.

Not Separately Priced

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE**I. PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$20,000. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$19,060
Fixed Fee	\$ 940
Total Estimated CPFF	\$20,000

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$20,000

AA: 97-11X8242 2821 000 74212 0 065916 2D PFIA44
COST CODE: 305680320SAB
AMOUNT: \$20,000.00
CIN 001012075700001: \$20,000.00

Note: The funds shown in ACRN AA are for support of an FMS case to Finland. Cost accumulated for this FMS country shall be segregated, reported and billed at the individual ACRN. The FMS case number is FI-P-SAB.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$20,000. The allotted funding will cover approximately 82% of the total effort. The Total Not to Exceed Amount of the order is \$24,346. The balance to fully fund is \$4,346.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 158 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Software Engr.	
Software Engr.	
Systems Engr.	
Systems Engr.	
Systems Engr.	
Project Mgmt.	
Project Mgmt.	
Project Mgmt.	
TOTAL	158

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 16 February 2005 through 15 February 2006.

VII. TRAVEL:

Not applicable.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical

instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4207. The Technical Assistant (TA) is Thanh Huynh, Code 41130GE, (805) 989-4293.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

**STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT
CONTRACT N68936-04-D-0006, TASK ORDER 0006
ASPJ FMS OFP Update**

1. SCOPE

1.1 Task Scope: This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA.

2. APPLICABLE DOCUMENTS

All applicable standards and specifications are contained in Paragraph 2.0 of the Basic Contract.

3. TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1 General: Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required.

3.2 Software Modification: The Contractor shall modify the Foreign Military Sale (FMS) version of ALQ-165 Operational Flight Program (OFP) to enable additional capability as described in the Finnish Air Force request letter, FiAF HQ ltr Ser: 129/12.2.1/D/I dated 21 August 2002.

3.2.1 Software Baseline: Swiss/Finn ASPJ OFP A5AB shall be the baseline software version for this effort. (PE-1: 0135, PE-2: 0102, PE-3: P304_018.hex)

3.2.2 Regression Testing: The Contractor shall perform regression test of the modified software sufficient to ensure system functionality and operation as defined in Specification: Mil-C- 85022C (AS), date 28 August 1986 and Amendment #2 01 April 1988.

3.2.3 Software Deliveries: The Contractor shall deliver OFP source code (one preliminary version and one final version), and operational (executable) software files to NAVAIR Point. Mugu, CA, no later than 30 days after award of task order.

3.3 Testing: The OFP will undergo Government laboratory testing. The Government will test the OFP to ensure full functionality with the systems, as well as other avionics in the Finnish Air Force (FiAF) F-18C/D configuration. The Contractor shall be responsible for correction of deficiencies to the OFP found during this testing for a period up to 90 days after receipt of the final OFP version. The Contractor shall be responsible for correction of only those deficiencies resulting from changes made during the generation of this software version.

3.4 Version Description Document: The Contractor shall prepare and deliver a Version Description Document that describes the version of the OFP, with each OFP delivery.

4. DELIVERABLES

The Contractor shall provide the following deliverables:

4.1 CDRL A001 Contractor's Progress Status & Management Report.

Report shall include planned expenditures, summary of tasking over the month, compliance to schedules, issues, problems, and risks to completion of the effort.

Block 14: Email: Patrice Melanson, email: Patrice.Melanson@navy.mil;

Thanh.C. Huynh, email: Thanh.C.Huynh@navy.mil;

Nadine Donner, email: Betty.Donner@navy.mil.

4.2 CDRL A003 Software Version Description Document: The Contractor shall provide software VDDs. Contractor format is acceptable. VDDs shall include: identification by SAR or STR the software changes included, a description of the change and which file/unit/module is impacted by the change, and the OFP version identifications that appear embedded in the software code and appear on the cockpit displays.

Block 14: Thanh.C.Huynh, email: Thanh.C.Huynh@navy.mil

Patrice Melanson, email: Patrice.Melanson@navy.mil, Ltr Only;

Nadine Donner, email: Betty.Donner@navy.mil, Ltr Only.

5. OTHER CONSIDERATIONS

5.1 Quality Assurance and Reporting: The Contractor shall provide and maintain a quality program.

5.2 Security: The Contractor shall follow Security Classification Guide for AN/ALQ-165 Airborne Self-Protection Jammer, OPNAVINST S5513.8B, and dated April 13, 1998, for the classification of AN/ALQ-165 hardware and software items. The Contractor shall provide personnel with the appropriate

security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, as provided in the DD 254.

The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in Distribution Statements on Technical Documents, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form 254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with Withholding of Unclassified Technical Data from Public Disclosure, DoDD 5230.25, dated 18 August 1995.

6. TRAVEL

No travel shall be required to accomplish the requirements of this effort.

7. PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of work is scheduled for four months after award of Task Order.

8. CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

8.1 All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270. The TA for this task order is Thanh C. Huynh, Code 41130GE, (805) 989-4293.

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 8					
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0007		3. DATE OF ORDER/ CALL (YYYYMMDD) 2005 May 27		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY				
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751* AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049			7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)							
9. CONTRACTOR ITT AVIONICS NAME DANIEL J. SULLIVAN AND 100 KINGSLAND ROAD ADDRESS CLIFTON NJ 07014-1993			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED							
14. SHIP TO SEE SCHEDULE			15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE												
See Schedule												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (805) 989-4603 EMAIL: sharon.schumann@navy.mil BY: SHARON SCHUMANN			25. TOTAL \$2,666,170.00		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER					g. E-MAIL ADDRESS					31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
36. I certify this account is correct and proper for payment.					32. PAID BY					33. AMOUNT VERIFIED CORRECT FOR		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			34. CHECK NUMBER					35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION

0001

Engineering services in support of the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT), NAVAIR, Point Mugu, CA., in accordance with the Statement of Work, Enclosure (1).

FOB: Destination

PURCHASE REQUEST NUMBER: 0010129841

MAX COST \$2,540,181.00

FIXED FEE \$125,989.00

TOTAL MAX COST + FEE \$2,666,170.00

000101 For Navy Accounting Purposes Only.

CIN: 001012984100001

ACRN AA

\$300,000.00

PURCHASE REQUEST NUMBER: 0010129841-0001

000102 For Navy Accounting Purposes Only.

CIN: 001012984100002

ACRN AA

\$450,171.80

PURCHASE REQUEST NUMBER: 0010129841-0001

0002 Data in accordance with Contract Data

Not Separately Priced

Requirements List (CDRL), DD Form 1423.

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE**I. PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs, excluding FCCOM, expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$750,171.80. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$714,722.73
Fixed Fee	<u>\$ 35,449.07</u>
Total Estimated CPFF	\$750,171.80

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$750,171.80

AA: 1751804 4A4N 252 00019 0 050119 2D 000000
 COST CODE: AIR40PRE5711
 AMOUNT: \$750,171.80
 CIN 001012984100001: \$300,000.00
 CIN 001012984100002: \$450,171.80

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$750,171.80. The allotted funding will cover 28% of the total effort. The Total Not to Exceed Amount of the order is \$2,666,170. The balance to fully fund is \$1,915,998.20.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 19,935 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
<i>Prime Contractor:</i>	
Software Engr-	[] b(x)
Software Engr-	
Software Engr-	
Systems Engr-	
Systems Engr-	
Systems Engr-	
Test Engr-	
Project Mgmt-	
Project Mgmt-	
Test Engr-	
<i>Subcontractor:</i>	
COMP2	[] b(4)
COMP3	
COMP4	
COMP5	
COMP8	
COMP9	
TOTAL	19,935

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 1 June 2005 through 31 May 2007.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner, Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is Cheryl McCombs, Code 454300E, (805) 989-9028.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT
TASK ORDER 0007
AN/ALQ-214 MDFG Development

25 May 2005

1. SCOPE

1.1. Background

Naval Air Systems Command (NAVAIR) PMA-272 sponsors the AN/ALQ-214 Radio Frequency Counter Measures (RFCM) and the AN/ALQ-165 Airborne Self Protection Jammer (ASPJ) On-board Defensive Countermeasures Systems. TACAIR EW IPT at Point Mugu executes the Software Support Activity (SSA) activities.

1.2. Task Scope

This Statement of Work (SOW) describes the engineering support services and products for the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA. This task is non-severable.

2. APPLICABLE DOCUMENTS

All applicable documents standards and specifications contained in Paragraph 2.0 of the Basic Contract, in addition to the following:

AN/ALQ-165 User Data File Generator (UDFG)

AN/ALQ-165 UDFG Users Manual

ALQ-214 MDFG Build Plan

3. TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1. General

Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required. The Contractor shall provide Monthly Status Reports in accordance with CDRL A001. (Basic Contract, Paragraph 4.0)

3.2. Software Modification

The Contractor shall provide engineering services for the development necessary to convert the Government Furnished Equipment (GFE) AN/ALQ-165 UDFG into an AN/ALQ-214 Mission Data File Generator (MDFG) capable of generating the AN/ALQ-214 Mission Data File (MDF), the development of MDFG support tools, and a three day training course in the use of the MDFG and its support tools. They will provide this development in accordance with the Build Plan produced by Task Order 0005 under this contract.

For this Task Order, the MDFG shall be capable of generating MDFs for the AN/ALQ-214's Processing Elements PE-1 and PE-2. The MDFG shall be hosted in a PC environment, utilizing Microsoft Windows 2000 and Oracle 9i. The MDFG must be part of the EWSSA Developmental Toolset similar to the ASPJ UDFG. The support tools shall include equivalents of the existing ASPJ tools Bin to List, Report Generator, and the Ambiguity Analyzer.

The Contractor shall provide support for the development of the following Computer Software Configuration Items (CSCIs):

- Database CSCI
- ICRLib CSCI
- AN/ALQ-214 MDF Generator CSCI

3.2.1. Software Baseline

EWSSA shall provide the AN/ALQ-165 UDFG software baseline along with any known problem documentation. An Oracle Database license will be required to run the AN/ALQ-165 UDFG.

3.2.2. Training class

The training course shall be designed to last three 8-hour days (one hour of instruction per day with the remainder hands-on Lab time.) The level will be geared to the knowledgeable RFCM user. The Navy shall reproduce materials acquired for this course for all course participants. Materials acquired for this course shall be the property of the Navy.

3.3. Program Reviews

The Contractor shall conduct technical meetings including, but not limited to, a Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), and Program Management Reviews (PMRs). The PDR, CDR and TRR shall be conducted at NAVAIR, Point Mugu, CA; the PMRs shall be held at the Contractor's facility.

It is estimated that 50 technical meetings will take place. Weekly phonecons between the EWSSA and MDFG Contractor team to discuss engineering and software progress shall be scheduled. The contractor shall provide documented results of all such meetings in the form of technical reports and meeting minutes, in accordance with CDRL A005. (Basic Contract, Paragraph 4.0)

3.4. Documentation Deliveries

3.4.1. MDFG Design Documentation

The Contractor shall provide documentation of the design of the MDF. Contractor format is acceptable. (CDRL A003)

3.4.2. RFCM MDFG Users Manual

The Contractor shall update the GFE RFCM Users Manual so that it accurately describes the RFCM MDFG. The manual shall include all user interface pages. (CDRL A003)

3.4.3 Software Deliveries

- 3.4.4 The Contractor shall deliver MDFG and its support tools' source code, and operational (executable) software files to NAVAIR Point Mugu, CA. All software support tools necessary to build the executable files will also be provided to NAVAIR Point Mugu, CA. Contractor shall provide over-the-phone support to support installation of the software at Point Mugu, CA. (CDRL A003)Version Description Document

3.5. The Contractor shall prepare and deliver a Version Description Document (VDD) that describes the version of the software, with each software delivery. Contractor format is acceptable. VDDs shall include: identification by SAR or STR of the software changes included, and a description of the change. (CDRL A003)Testing

Testing of the software MDFG and its support tools shall include as a minimum, the following tasks. Testing will occur at the Contractor's facility, with Government participation

- 3.5.1 Use of the MDFG to generate a MDF based upon a NAVAIR UDF Design Document, and comparison of the MDF to a known valid MDF.
- 3.5.2 Validation of the support tools by using them in MDF creation, examination, and debugging.
- 3.5.3 Validation of the MDFG data entry and manipulation via the Graphical User Interface pages.

4. TECHNICAL AND MANAGEMENT SUPPORT

The Contractor shall host required technical and management reviews for the purpose of, but not limited to: reviewing task requirements, exchanging technical information, and discussing status and planning. The Contractor shall arrange and conduct the weekly group phonecon. The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the meetings/reviews.

The contractor shall provide a project schedule detailing the contractor's plan to accomplish the overall MDFG Conversion effort. Contractor format is acceptable. (CDRL A002)

5. DELIVERABLES

The Contractor shall provide the following deliverables:

- 5.1. Monthly Status Reports (CDRL A001)
- 5.2. Meeting Minutes (CDRL A005)
- 5.3. Design Document (CDRL A003)
- 5.4. RFCM MDFG Users Manual (CDRL A003)
- 5.5 Project Schedule (CDRL A002)
- 5.6. Software Deliveries (CDRL A003)
- 5.7 Software Version Description Document (CDRL A003)

6. OTHER CONSIDERATIONS

6.1. Quality Assurance and Reporting

The Contractor shall provide and maintain a quality program in accordance with best commercial practices.

6.2. Security

All Security Requirements of the basic contract, N68936-04-D-0006, shall be met.

6.3. Government Laboratories

The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this Delivery Order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

7. TRAVEL

The Contractor shall be required to perform travel, as required, to NAVAIR Point Mugu, CA to accomplish the requirements of this contract. The following travel is anticipated:

Eight (8) round trips for three (3) contractors, for five (5) days, from the Contractor facility to Point Mugu, CA, to participate in design and testing working events.

Four (4) round trips for three (3) contractors, for three (3) days, from the Contractor facility to LMTO, Camarillo, CA, to coordinate and conduct subcontractor design reviews.

8. PERIOD OF PERFORMANCE

Work shall commence upon date of award. Completion of work is scheduled 24 months after award.

9. CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

9.1. All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270. The TA for this task order is Cheryl McCombs, NAVAIR Code 454300E, (805) 989-9028.

ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 10				
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-04-D-0006		2. DELIVERY ORDER/ CALL NO. 0008		3. DATE OF ORDER/ CALL (YYYYMMDD) 2005 Aug 10		4. REQ./ PURCH. REQUEST NO. 0010141444		5. PRIORITY			
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751* AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049			7. ADMINISTERED BY (if other than 6) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000		CODE S3101A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				
9. CONTRACTOR ITT AVIONICS NAME DANIEL J. SULLIVAN AND 100 KINGSLAND ROAD ADDRESS CLIFTON NJ 07014-1993			CODE 28527		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15											
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (805) 989-1943 EMAIL: henry.kelley@navy.mil BY: HENRY G KELLEY			25. TOTAL \$397,543.00			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED					CONTRACTING / ORDERING OFFICER			26. DIFFERENCES			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO DESCRIPTION

0001

System engineering and technical support services in support of the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) at NAVAIR Point Mugu, CA, in accordance with the Statement of Work, enclosure (1).

FOB: Destination

MAX COST \$378,839.00

FIXED FEE \$18,704.00

TOTAL MAX COST + FEE \$397,543.00

000101 For Navy Accounting Purposes Only.

CIN: 001014144400001

ACRN AA

\$150,000.00

PURCHASE REQUEST NUMBER: 0010141444

0002 Data in accordance with Contract

Not Separately Priced

Data Requirement List (CDRL), DD Form 1423.

Section G - Contract Administration Data

THIS TASK ORDER IS NON-SEVERABLE**I. PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid to the prime contractor at a rate of 5.0% of total costs excluding FCCM expended during each invoicing period provided. The total fee payable shall not exceed the fee established in the Task Order.

II. INCREMENTAL FUNDING:

Provide incremental funding in the amount of \$150,000. As of the date of this order, the funds allotted are as follows:

Estimated Cost	\$142,943
Fixed Fee	\$ <u>7,057</u>
Total Estimated CPFF	\$150,000

The specific funds applicable to this task order are as follows:

ITEM NUMBER	ACRN	AMOUNT
SUB-CLIN 000101	AA	\$150,000

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000

COST CODE: 011312980110

AMOUNT: \$150,000.00

CIN 001014144400001: \$150,000.00

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment shall be made on a "First in First Out" (FIFO) basis. That is, payment shall first be made from ACRN AA. When these funds are exhausted, payment shall be then made from ACRN AB and so forth.

Reimbursement of allowable costs shall not exceed the aggregate amounts indicated above and the Contractor will not be reimbursed by the Government for allowable costs incurred hereunder in excess of such amount. As of the date of execution of this task order, there has been allotted the sum of \$150,000. The allotted funding will cover 37% of the total effort. The Total Not to Exceed Amount of the order is \$397,543. The balance to fully fund is \$247,543.

Notwithstanding the foregoing limitation that amount allotted and obligated herein may be increased from time to time by modification to this Task Order. The Contractor shall notify the Ordering Officer in writing, at least thirty (30) days prior to the time the funds hereunder are fully expended, that additional funds will be required if performance is to continue under the Task Order. In the event that additional funds are not made available and allotted to this Task Order by the Government, and the Contractor has given timely notice as provided herein, the Contractor shall be entitled to Terminate in accordance with the clause of this contract entitled "Termination" and a settlement in accordance with provisions of said clause; provided, that in no event shall the total of all payments to

the Contractor under this contract, except for settlement expense described in said "Termination" clause, exceed the total of all amounts allotted hereto.

III. LEVEL OF EFFORT:

The level of effort for this Task Order is 2,820 direct labor hours. The composition of hours is as follows:

<i>LABOR CATEGORY</i>	<i>HOURS</i>
Software Engr-	
Systems Engr-	
Systems Engr-	
Systems Engr-	
Logistics Engr-	
Project Mgmt-	
Project Mgmt-	
Project Mgmt-	
TOTAL	2,820

NOTE: The total estimated hours negotiated under this Task Order shall not be exceeded.

IV. DESCRIPTION OF REQUIREMENT:

Work shall be performed in accordance with the Statement of Work attached hereto as Enclosure (1).

V. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be performed at destination by the COR.

VI. PERIOD OF PERFORMANCE:

The period of performance for this task order is from 10 August 2005 through 15 September 2006.

VII. TRAVEL:

Travel (Long Distance) is authorized in accordance with the SOW and written approval from the COR.

VIII. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for monitoring the performance and progress as well as overall technical management of this order and should be contacted regarding questions or problems of a technical nature. In no event; however, will any understanding or agreement, modification, change order, or any other matter deviating from the terms of the order between the contractor and any person other than the Ordering Officer be effective or binding upon the government, unless formalized by proper contractual documents executed by the Ordering Officer prior to completion of this contract.

If in the opinion of the Contractor, the COR requests efforts outside the scope of the order, the Contractor will promptly notify the Ordering Officer in writing. No action will be taken by the Contractor under such technical instruction until the Ordering Officer has determined if such effort is within the scope of the order. If it is determined that effort outside the scope is required, the Ordering Officer will issue a modification to the order

prior to commencement of such effort. All matters pertaining to the terms and conditions of the basic contract or this order shall be brought to the attention of the Ordering Officer.

The Contracting Officer's Representative (COR) for this procurement is Nadine Donner Code 452D00E, (805) 989-4270. The Technical Assistant (TA) is Vincent Kinsch, Code 454300E, (805) 989-4031.

IX. DELIVERABLES

The contractor shall deliver Contract Data Requirements List (CDRL), DD Form 1423, items according to Paragraph 4.0 of the Statement of Work and designated CDRL's of the basic contract.

Enclosure (1)

STATEMENT OF WORK FOR THE
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT
TASK ORDER 0008
RFCM Suite CY06 Mission Data File Update

1. SCOPE

- 1.1. **Background:** Naval Air Systems Command (NAVAIR) PMA-272 sponsors the AN/ALQ-214 Radio Frequency Counter Measures (RFCM) system. Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) at NAVAIR Point Mugu, CA, executes the Software Support Activity (SSA) activities.
- 1.2. **Task Scope:** This Statement of Work (SOW) describes the engineering support services and products for the TACAIR EW IPT located at the NAVAIR Point Mugu, CA and China Lake, CA.

1. APPLICABLE DOCUMENTS

All applicable standards and specifications are contained in Paragraph 2.0 of the Basic Contract, in addition to the following:

- Mission Data File (MDF) Design Document (MDD), "CY2006_ALQ-214_UDF_SDD_010", Secret/NoFORN. Document shall be provided upon Task Order award.
- Classified fax, titled USN AN/ALQ-214 CY06 MDF Proposed Differences [EID Listing] (not included herein), dated 22 Jun 05
- Classified fax titled USN AN/ALQ-214 CY06 MDF Proposed Differences [EID Listing] (not included herein), dated 14 Jul 05
- QA Standard for Version Description Document, "2.1.3 Version Description Document (VDD) Checklist"
- Emitter Database for Naval Analysis (EDNA) Threat Database, Secret/NoFORN, dated 5 Jul 05. Document shall be provided upon Task Order award.

2. TECHNICAL REQUIREMENTS

The Contractor shall provide system engineering and technical support services defined herein.

3.1 General: Work shall be accomplished at the Contractor's own facility, Government facilities or activities, or another Contractor's facility, as required. The Contractor shall provide Monthly Status Reports in accordance with CDRL A001. (Basic Contract, Paragraph 4.0)

3.2 Software Modification: The Contractor shall modify the AN/ALQ-214 MDF to update the MDF. The modified configuration shall be operable in all systems delivered to the Navy.

3.2.1 MDD Defined Changes: The Contractor shall modify the PE-1, PE-2 and PE-4 MDFs as required to incorporate the changes defined in the MDD and Classified Faxes, in Paragraph 2 above. The Government shall provide the MDD, which is a classified document, to the Contractor as a separate enclosure upon Task Order Award.

3.2.2 Non-MDD Defined Changes: The Contractor shall incorporate into the AN/ALQ-214 MDF all engineering derived requirements necessary to implement the changes in Paragraph 3.2.1. These changes will require analysis, definition, implementation and integration with the MDD defined changes. The EDNA Threat Database provides further supplemental information to enable these changes. It is also a classified document that shall be delivered by the Government to the Contractor upon Task Order Award.

1.3. 3.2.3 MDF Software Baseline: MDF 1000 (CY04), as modified for Integrated Defensive Electronic Counter Measures (IDECM) Block Three (IB-3) testing shall be the baseline software version for this effort.

3.2.4 MDF software deliveries: All software deliveries shall include both PE-1 and PE-2 MDFs. PE-4 MDFs will be included as required to implement the modifications. NAVAIR Point Mugu shall provide the Contractor with the PE-4 MDF Generator to be used for programming the PE-4 Update.

3.2.5 MDF Generator software changes: No changes to the current VAX-based MDFG maintained by ITT or the current PE-4 MDF Generator will be necessary to implement these RFCM Suite CY06 MDF changes.

3.3 Software Development: Contractor effort shall be divided into at least five Builds as defined in Attachment One, in order to meet the CY06 Suite Validation & Verification schedule. Each Build shall be delivered to the TACAIR EW IPT for testing, and shall consist of the MDF updates. Problems discovered during TACAIR EW IPT testing shall be documented in SARs and evaluated by a TACAIR EW IPT Engineering Review Board (ERB), to determine whether the problems are with the Contractor MDF update, as defined in Paragraph 3.2.1 and 3.2.2 above, and whether the problems require correction. Problems that meet both criteria shall be submitted to the Contractor for resolution.

- 3.3.1 Build One: Build One shall consist of the Contractor development and internal validation modifications built upon the MDF Design Document requirements. The specific EIDs and the implementation involved shall be determined at the Requirements Review for all builds.
- 3.3.2 Build Two: Build Two shall include correction of software SARs identified by the TACAIR EW IPT ERB that are associated specifically with the update and that require correction. Build Two also shall contain updates as defined by the MDF Design Document and the Requirements Review.
- 3.3.3 Build Three: Build Three shall include correction of software SARs identified by the TACAIR EW IPT ERB that are associated specifically with the update and that require correction. Build Three shall be used as the baseline for CY06 Suite Validation and Verification.
- 3.3.4 Build Four: Build Four shall include implementation of all non-MDD implementations, as defined in Paragraph 3.2.2. Build Four also shall include correction of software SARs identified by the TACAIR EW IPT ERB that are associated specifically with the update and that require correction.
- 3.3.5 Build Five: Build Five shall include correction of software SARs identified by the TACAIR EW IPT ERB that are associated specifically with the update and that are Priority One (Critical: Mission Essential) or Two (Degraded Performance: No Work-Around). Build Five also shall include the modification of the MDF configuration identification number as directed by the ERB.

- 3.4 MDD Analysis and Correction: The Contractor shall review the MDD and provide comments to the TACAIR EW IPT on the correctness and completeness of the document. The objective of the effort shall be to determine the format and data requirements for the MDD to be a stand-alone definition document for future ALQ-214 MDF updates. At the conclusion of the MDF development, the Contractor shall incorporate all identified changes into the MDD and provide the updated document to the EWSSA.
- 3.5 Testing: The Contractor shall test in-house that the MDF is loadable on the system and that BIT can be successfully performed. Upon delivery to the Government the MDF will undergo Government laboratory testing as well as ground and flight tests. These Government test sites shall test the MDF to ensure full functionality with the system, as well as the other avionics and government developed software for the Suite CY06 Update. The Contractor shall be responsible for correction of deficiencies to the MDF found during this testing for a period up to 120 days after receipt of the final MDF version. The Contractor shall be responsible for correction of only those deficiencies resulting from changes made during the generation of this software version.
- 3.6 Program Reviews: The Contractor shall conduct technical meetings including, but not limited to, a kickoff meeting and a requirements review. The kickoff meeting shall be conducted as a telephone conference call. The requirements review shall be conducted at NAVAIR Point Mugu, CA, and shall include the definition of the build plan for the Task Order. Weekly phonecons between the EWSSA and Contractor team to discuss engineering and software progress shall be scheduled.
- 3.7 Software Deliveries: The Contractor shall deliver the PE-1, PE-2, and PE-4 MDFs to NAVAIR Point Mugu, CA. (CDRL A003)
- 3.8 Telephone Support: The Contractor shall provide two (2) weeks of telephone support subsequent to each delivery, while the Government is loading and testing the delivery.
- 3.9 Version Description Document: The Contractor shall prepare and deliver a Version Description Document that describes the version of the software, with each software delivery. Format shall be as defined in the "2.1.3 Version Description Document (VDD) Checklist". Initial VDD shall be identified as CY2006_ALQ-214_UDF_VDD_011. Traceability shall be provided back to the MDF Design Document. (CDRL A003)
- 3.10 Project Schedule: The Contractor shall provide a project schedule detailing the Contractor's plan to accomplish this effort. The contractor shall work with the government to build and maintain the overall project schedule for the effort. The initial top-level schedule, provided as Attachment One of this SOW, shall be used as the basis for the initial project schedule. The developed project schedule shall contain software delivery dates for an initial software delivery and three additional software deliveries. Contractor format for the schedule is acceptable. (CDRL A002)

4. DELIVERABLES

The Contractor shall provide the following deliverables:

- 4.1 Monthly Status Report (CDRL A001)
- 4.2 Software Deliveries (CDRL A003)
- 4.3 Software Version Description Document (CDRL A003)
- 4.4 Project Schedule (CDRL A002)
- 4.5 Revised MDD (CDRL A003)

5. OTHER CONSIDERATIONS

- 5.1 Quality Assurance and Reporting: The Contractor shall provide and maintain a quality program in accordance with best commercial practices.
- 5.2 Security: All Security Requirements of the basic contract, N68936-04-D-0006, shall be met.
- 5.3 Government Laboratories: The Government will furnish access to laboratories outside of the Contractor's laboratories; however, the Government reserves the right to control laboratory schedule and use of documentation and information required for the performance of this delivery order. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

6. TRAVEL

The Contractor shall be required to perform travel, as required, to NAVAIR Point Mugu, CA to accomplish the requirements of this contract. The following travel is anticipated:

One (1) round trip for four (4) contractors, for four (4) days, from Clifton, NJ to Point Mugu, CA, to participate in a Requirements Review at NAVAIR, Pt. Mugu, CA.

Two (2) round trips for two (2) contractors, for five (5) days, from Clifton, NJ to Point Mugu, CA, to participate in verification and validation of the RFCM Suite CY06 MDF Update.

7. PERIOD OF PERFORMANCE

Work shall commence upon award of the Task Order. Completion of work is scheduled for 15 Sep 06.

8. CONTRACTING OFFICER'S REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA)

8.1 All points of contact are from the TACAIR EW IPT. The COR for this contract is Ms. Nadine Donner, NAVAIR Code 452D00E, Point Mugu, CA 93042, telephone (805) 989-4270. The TA for this task order is Mr. Vincent Kinsch, Code 454300E, (805) 989-4031.

ATTACHMENT ONE

TASK	SCHEDULED DATE
Project Start	Award of Task Order
Kick-Off Review	1 Sep 05
Requirements Review	1 Oct 05
Build One Delivery	28 Feb 06
Build Two Delivery	31 Mar 06
Build Three Delivery	30 Apr 06
Build Four Delivery	30 Jun 06
Build Five Delivery	31 Jul 06
MDD Complete	15 Sep 06
Project Completion	15 Sep 06